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COLLECTIVE BARGAINING AGREEMENT

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Between

BOARD OF FIRE COMMISSIONERS  
HAMILTON TOWNSHIP FIRE DISTRICT NO. 2  
MERCER COUNTY NEW JERSEY

--and--

NEW JERSEY STATE  
FIREMENS MUTUAL BENEVOLENT ASSOCIATION  
HAMILTON TOWNSHIP LOCAL NO. 84

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COVERING THE PERIOD BETWEEN JULY 1, 1995 AND JUNE 30, 1998

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AGREEMENT made this 26<sup>th</sup> day of June 1995 by  
and between the Board of Fire Commissioners, Hamilton Township Fire  
District No. 2, hereinafter referred to as the "Commissioners" and  
the Fireman's Mutual Benevolent Association (Local #84),  
hereinafter referred to as "FMBA".

ARTICLE I. Purpose

It is the purpose of this Agreement promote and insure  
harmonious relations, cooperation and understanding between the  
Commissioners and the FMBA and to define the terms and conditions  
of employment for members of the bargaining unit.

ARTICLE II. Recognition

Section 1. The Commissioners recognize the FMBA Local #84 as  
the exclusive collective bargaining representative for all paid  
fire prevention and suppression employees of the Commissioners.

Section 2. Excluded are:

- A. Supervisors
- B. Managerial Executives
- C. Volunteer firefighters not paid employees of  
the District
- D. Confidentials
- E. Police and Craft Employees
- F. Professionals
- G. Non-Firefighting Employees

### ARTICLE III. Duration of Agreement

The Commissioners and the FMBA agree that the duration of this Agreement shall be for a period of three (3) years commencing July 1, 1995 and ending June 30, 1998. This Agreement shall remain in full force and effect during collective negotiations between the parties beyond the date of expiration (June 30, 1998) set forth herein until the parties have agreed mutually upon a new Agreement.

### ARTICLE IV. Discrimination

The Commissioners and the FMBA both recognize that there shall be no unlawful discrimination by reason of sex, age, handicap, creed, race, origin and residency as far as employment and promotions are concerned or as far as any application for or condition of employment. The Commissioners further agree that they will not interfere with nor discriminate against any employee because of membership in, or legitimate activity on behalf of the FMBA Local #84, nor will the Commissioners encourage membership in any other association or union or do anything to interfere with the exclusive representative of the Employees in the appropriate bargaining unit.

The Commissioners and the FMBA agree that all employees must comply with all applicable New Jersey Statutes regarding driver's license and residency requirements.

ARTICLE V. Sick Time and Disability Provisions

Section 1. Each employee shall be entitled to ten (10) paid sick days annually. Sick time shall be cumulative. Each employee may redeem one-half of their accumulated sick time upon termination of employment, except termination "for cause", up to a maximum of \$16,000.

a. Payment for accumulated sick time shall be calculated as by dividing the highest annual base salary attained by that employee at the time of termination of employment (excluding overtime and longevity) by fifty two (52). Said calculation will arrive at a weekly rate, which shall then be divided by forty two (42) for employees on rotating shifts or forty (40) for employees on steady day shifts, as the case may be. Said calculation will arrive at an hourly rate, which shall be multiplied times fifty percent (50%) of the employees accumulated sick time, thus arriving at the amount of the lump sum payable, not to exceed \$16,000.

b. Each employee's sick time accrued prior to this Agreement shall be mutually agreed upon by both parties and shall be included in addition to sick time provided for by this Agreement. This shall be verified in writing between the parties.

Section 2. The heirs, assigns or designees of an employee whose employment is terminated by death and while in good standing shall receive the payments as set forth in Section 1 above.

Section 3. Employees who receive a disability retirement or a deferred retirement pursuant to P.E.R.S. shall receive payments in accordance with Section 1 above. If an employee takes a deferred

) retirement, payments hereunder shall be made upon separation from employment.

Section 4. An employee may take sick time for any of the following reasons:

a. Personal illness or personal incapacity to such an extent as to render the employee unable to perform his or her duties adequately.

b. Attendance to members of the immediate family whose illness requires the care of such employee up to five (5) days.

c. Each employee shall furnish the Commissioners with a written doctor's excuse after five (5) consecutive working days.

Section 5. Service connected disabilities shall be treated in the following manner:

a. Employees who are injured while in the performance of duty, sustain an illness directly related to the fire occupation or suffer work-connected injury or disability shall be granted leave of absence with full pay for lost time from work provided the injury or illness has been substantiated by a physician. Said sick leave will not be chargeable under sick time regulations. Any amount of salary or wages paid or payable to such an employee for disability leave shall be reduced by the amount of workmen's compensation paid under the New Jersey Workmen's Compensation Act for Temporary Disability. Said leave shall be limited to a maximum of one (1) year from the date of injury.

b. The employee shall be required to present evidence by a

certificate of an authorized physician that he or she is unable to work and the Commissioners may reasonably require the said employee to present such certificates from time to time.

c. In the event a conflict arises with respect to a definition of major illness or injury between the parties, a meeting will be convened between the Commissioners and for the purpose of arriving at a final determination.

d. In the event the employee contends that he or she is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Commissioners or its insurance carrier, then, and in that event, the burden shall be upon the employee to establish such additional period of disability by obtaining a judgment in the Division of Workers' Compensation establishing such further period of disability and such findings by the Division of Workers' Compensation, or by the final decision of the last reviewing court shall be binding upon the parties.

e. For purposes of this Article, injury or illness incurred while the employee is attending a training program sanctioned by the Commissioners shall be considered in the line of duty.

f. In the event of a dispute as to whether an absence shall be computed or designated as sick leave or as to an injury on duty, the parties agree to be bound by the decision of an appropriate Workers' Compensation judgment, or, if there is an appeal therefrom, the final decision of the last reviewing court.

g. An injury on duty requiring time off for treatment,

) recuperation or rehabilitation shall not be construed as chargeable under sick time regulations.

h. Employees returning from authorized leave of absence, as set forth above, will be restored to their original job classification and shifts at the appropriate rate of pay with no loss of seniority or other employee rights, privileges or benefits, subject to the employee's ability to perform all duties and functions required by the position.

Section 6. Employees are subject to disciplinary action by the Commissioners for their willful, malicious or negligent use of sick leave.

Any employee of the District who reports for duty and subsequently reports off duty due to illness within four (4) hours from shift start will be charged against sick time only those hours actually not worked. An employee who reports off sick after this four (4) hour limit will not lose any sick time.

Section 7. Disability due to illnesses or injury not related to the fire occupation and occurring outside of employment shall be treated in the following manner:

- a. An employee shall first exhaust all leave time.
- b. After all leave time has been exhausted by the employee, the Commissioners shall continue such employee at full pay, during the continuance of such employee's inability to work, for a period of up to six (6) months. During this period of time, all temporary disability benefits accruing under the provisions of the Worker's

) Compensation Act or received by the employee through any collateral or other source shall be paid over to the Commissioners.

c. The employee shall be required to present evidence by a certificate of an authorized physician that he or she is unable to work and, the Commissioners, may reasonably require the presentation of such certificates from time to time.

d. In the event a conflict arises with respect to definition of a major illness or injury between the parties, a meeting will be convened between the Commissioners and members of the bargaining unit for the purpose of arriving at a final determination.

e. Employees returning from authorized leave of absence, as set forth above, will be restored to their original job classification and shifts at the appropriate rate of pay with no loss of seniority or another employee rights, privileges or benefits, subject to the employee's ability to perform all duties and functions required by the position.

Section 8. An employee may accept and be employed in any occupation during his off-duty hours, provided such occupation is not in violation of any federal, state or local law, and provided that such occupation does not cause a conflict of interest with his job as a firefighter. The Commissioners shall determine if such a conflict exists. Each employee shall notify the Commissioners and provide proof of workers' compensation coverage whenever off-duty employment has been accepted including, but not limited to, employment as a subcontractor or as a self-employed tradesperson.

) ARTICLE VI. Bereavement

Any employee suffering bereavement by reason of death in his or her family, including spouses, children, parents, grand parents, brothers, sisters and parents-in-law shall receive up to four (4) working days from the day of death to the day after the funeral for the purpose of attending the funeral or arranging for personal affairs. The employee will be granted one (1) day on the day of the burial, if scheduled to work that day, in the event of the death of a brother-in-law, sister-in-law, first cousin, an aunt, uncle, nephew, niece, or grandchild of the employee. In special situations where the request is reasonable, such time may be extended up to seven (7) days. In construing this article, the Commissioners will give due consideration to the circumstances of any employee who has a death in the family out of state.

) ARTICLE VII. Personal Days

Each employee shall have three (3) personal days per year to be used for any purpose whatsoever. The employee shall provide the Commissioner in charge of personnel at least one (1) day notice for each personal day to be taken. In the first calendar year of employment a new employee shall accrue one personal day at the end of each fourth month of employment or major portion thereof. Personal days may be taken on December 24, 25, 31 and January 1, on basis of seniority, however, the Commissioners shall not be required to grant said days if the granting of same would

necessitate the payment of overtime.

#### ARTICLE VIII. Hours of Work and Overtime

Section 1. The work week for employees assigned to rotating shifts shall consist of an average of forty two (42) hours per seven (7) days over a twenty eight (28) day work period consisting of day shifts and night shifts.

Section 2. The work week for employees assigned to steady shifts (Monday thru Friday) shall consist of an average of forty (40) hours per seven (7) days over a twenty eight (28) day work period consisting of day shifts.

Section 3. Employees shall be compensated for time worked in excess of their regular schedule on an hourly rate and shall be paid in accordance with the guidelines of Section 7(k) of Title 29, Part 553 of the Code of Federal Regulations (Fair Labor Standards Act).

a. The rate of pay up to and including two hundred twelve (212) hours in a twenty eight (28) day work period shall be equal to the employees regular hourly rate. The regular hourly rate shall be calculated by dividing the employees annual base salary (excluding  
above; or by forty (40) for employees on steady shifts as defined in Section 2 above, as the case may be. Said calculation will arrive at the employees regular hourly rate.

b. Any time over two hundred twelve hours in the same twenty eight (28) work day period shall be subject to overtime and paid at time and one-half of the employees regular hourly rate.

c. An employee who is recalled to work for any reason shall receive a minimum of three (3) hours of pay.

d. Said compensation shall be paid at the end of each twenty eight (28) day work period.

Section 4. In the event that an employee was required to perform the functions of another position in an acting capacity said employee shall be paid in addition to his or her rate, the difference between that rate and the rate of the position, if any, while the employee functions in said capacity.

Section 5. This provision is subject to approval by the United States Department of Labor for compliance with the Fair Labor Standards Act. In the event this provision is not approved, the Commissioners shall be entitled to reopen the Agreement as to all economic issues.

#### ARTICLE IX Uniforms and Cleaning Allowance

Section 1. The Commissioners agree to pay one hundred twenty five (\$125) dollars annually to each employee as an allowance for the cleaning and maintenance of uniforms during the first pay period in December.

Section 2. The Commissioners shall issue five (5) pair of work station uniforms, one sweat-shirt, one pair of coveralls, one

jacket, one pair of firematic shoes, and approved uniform accessories to each employee upon initial hiring, to be worn on duty.

Section 3. Each employee shall receive up to three hundred fifty (\$350) dollars uniform allowance annually payable upon presentation of vouchers demonstrating proof of purchase of authorized uniforms and accessories.

Section 4. If at any time the Commissioners make any uniform change, the initial cost of requiring each employee to change uniforms shall be borne by the Commissioners and shall not be borne out of any part of the employee's cleaning allowance or uniform allowance.

a. Any employee who has commenced terminal leave during the year, shall only receive a pro-rata share of the allowance up to the date terminal leave commences.

A personal protection device to be attached to each self-contained breathing apparatus shall be provided to each employee at no expense to said employee.

Section 5. Any employee who has had his or her uniform damaged in the line of duty shall have that portion or all of the uniform completely replaced and the costs shall be borne by the Commissioners.

Section 6. There shall be regular inspection of uniforms by designated superiors.

) ARTICLE X. Health Benefits and Hospitalization

Section 1. The Commissioners shall provide to all unit employees and their families hospitalization and sickness insurance under the New Jersey State Health Benefits Plan. The Commissioners shall also provide to all unit employees major medical benefits pursuant to the State Health Benefits Plan.

Increased costs for option plans (like HMO), which are selected by the Employee shall be borne by the Employee, if any.

Section 2. The Commissioners will provide a Dental Program to all employees and their dependents. Furthermore, the Commissioners agree that should the number of members enrolled in the dental program increase such that benefits afforded would also increase, these benefits shall be made available to the employees with additional costs to be borne by the employee.

Section 3. The Commissioners will reimburse the employee for his and his family's expenses for prescriptions five hundred (\$500) dollars annually, upon presentation of receipts at least ten (10) days prior to the close of each fiscal year, (December 31). "Family" is defined as a spouse and/or dependent as defined under the U.S. Tax Code.

Section 4. The Commissioners shall reimburse each employee for his and his family's expenses for eyeglasses and examinations, up to two hundred fifty (\$250) dollars annually, upon presentation of receipts at least ten (10) days prior to the close of each fiscal year, (December 31).

Section 5. Combining Coverage: Each employee may elect to combine the maximum yearly coverage for Optical and Prescription provided that the maximum, total yearly reimbursement per employee shall not exceed seven hundred fifty (\$750) dollars.

#### ARTICLE XI. Pensions

Section 1. The Commissioners will provide pension and retirement benefits and contribute as heretofore to all employees covered by this Agreement under the Police and Firemens Retirement System or the Public Employees Retirement System pursuant to provisions of the statutes and Laws of the State of New Jersey.

#### ARTICLE XII. Vacations

Section 1. Yearly vacations will be as follows:

- A. After 1 year: 6 days
- B. After 2 years: 12 days
- C. After 5 years: 15 days
  - (i) 15 days for rotating shift employees
  - (ii) 20 days for steady day shift employees
- D. After 10 years: 1 additional day per year
- E. Vacation days shall not exceed a maximum of twenty one (21) days in one calendar year.

Vacation choices with respect to available dates shall be on the basis of seniority.

Section 2. Non-Cumulative: All yearly vacations and personal days must be completed prior to December 31st of each year and,

) where special situations are presented, with approval of the Commissioners, a total of five (5) days may be carried over if used by March 31st of the following year.

Section 3. Injured Personnel: Any employee injured in the line of duty preceding his or her vacation shall not be penalized and the vacation shall be rescheduled for a period which is mutually agreeable between the employee and the Commissioners.

#### ARTICLE XIII. Holidays

Section 1. The Commissioners agree to compensate each employee, in addition to the regular salary and as additional compensation, the following holidays during each year of this Agreement:

1. New Years Day
2. Washington's Birthday
3. Good Friday
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veterans Day
8. Thanksgiving
9. Day after Thanksgiving
10. Christmas

Section 2. The rate of pay for each holiday shall be:

- a. For employees assigned to rotating shifts who are working

) the holiday a total of twelve (12) hours pay at time and one-half.

b. For employees assigned to rotating shifts who are on their normal day off when the holiday occurs a total of twelve (12) hours pay at straight time.

c. Said compensation shall be paid in one lump sum during the first pay period in December.

Section 3. Employees assigned to steady shifts when a holiday occurs shall receive the respective holiday off in lieu of any additional pay. If the holiday should fall on a Saturday, the preceding Friday shall be taken off. If the holiday should fall on a Sunday, the following Monday shall be taken off.

#### ARTICLE XIV. Salaries & Longevity

) Section 1. Base Salary: The employees within Fire District No. 2 shall be paid in accordance with the following salary schedule:

<u>FIREFIGHTER</u>			
	July 1, 1995- June 30, 1996	July 1, 1996- June 30, 1997	July 1, 1998- June 30, 1998
PROBATION	\$ 28,000	\$ 28,700	\$ 29,418
STEP 1	31,150	31,929	32,727
STEP 2	32,838	33,659	34,500
STEP 3	34,997	35,872	36,769
STEP 4	37,467	38,404	39,364
STEP 5	39,939	40,937	41,960
STEP 6	43,999	45,099	46,226

)

CAPTAIN

July 1, 1995- June 30, 1996	July 1, 1996- June 30, 1997	July 1, 1998- June 30, 1998
\$ 47,046	\$ 48,222	\$ 49,428

a. All employees not at the top of their respective guides will, in addition to the "across the board" negotiated increases, advance one additional step on the salary guide on the anniversary date of their hiring. For example, a firefighter whose anniversary date is February 1 and who is earning \$32,838 per annum at the second step as of January 31, 1996 will be advance to the third step of the Salary Schedule as of February 1, 1996 and will be paid at the rate of \$34,997 per annum.

b. The above salaries are intended to cover base salaries only and are not to limit longevity stipends, overtime pay, etc. with respect to those Employees who are entitled to same.

Section 2. Longevity. In addition to base pay, the Commissioners agree to pay each eligible employee an annual longevity stipend as follows.

a. For employees hired prior to July 1, 1995:

1. Upon the completion of six (6) years of service -- two (2%) percent of annual base pay.
2. Upon the completion of ten (10) years of service -- four (4%) percent of annual base pay.
3. Upon the completion of fourteen (14) years of service --

six (6%) percent of annual base pay.

4. Upon the completion of eighteen (18) years of service -- eight (8%) percent of annual base pay; and

5. Upon the completion of twenty two (22) years of service -- ten percent of annual base pay.

a. For employees hired after July 1, 1995:

1. Upon the completion of seven (7) years of service -- two (2%) percent of annual base pay.

2. Upon the completion of eleven (11) years of service -- four (4%) percent of annual base pay.

3. Upon the completion of fifteen (15) years of service -- six (6%) percent of annual base pay.

4. Upon the completion of nineteen (19) years of service -- eight (8%) percent of annual base pay; and

5. Upon the completion of twenty three (23) years of service -- ten percent of annual base pay.

#### ARTICLE XV. Maintenance of Benefits

All benefits, terms and conditions of employment presently enjoyed by the employees hereunder that are listed in Appendix A of this Agreement shall be continued in full force and effect.

#### ARTICLE XVI. Grievance Procedure

A grievance is defined as any dispute, controversy or issue involving the interpretation, application or violation, (alleged or

otherwise), of any provision of this Agreement or regarding employment or the application of any rules, regulations, ordinance and or statute which actually affects working conditions.

A grievant is defined as any individual or entity which has been, is being or may be affected by any issue or controversy or dispute or application as indicated in the definition of a grievance.

Where disciplinary proceedings have been instituted, the grievance procedure shall not be available during the pendency of such disciplinary proceedings for issues arising out of the subject matter of the charges. Any issues finally determined or resolved during or in the course of a disciplinary proceeding shall be considered a final disposition as to those issues for the purpose of any subsequent grievance. All other gifts and benefits under this Agreement shall be available to the subject employee during the pendency of any disciplinary proceedings.

Grievances, disputes or controversies which may arise shall be resolved in the following manner:

Section 1. A written grievance shall meet the following specifications:

- a. It shall be specific.
- b. It shall contain a synopsis of the facts giving rise to the dispute, controversy or issue.
- c. It shall specify the section of the Agreement, Rule, Regulation or Statute which has been allegedly violated, misapplied or as to which the dispute arises.

- d. It shall state the relief requested.
- e. It shall contain the date of the alleged dispute, controversy, or issue.
- f. It shall be signed by the grievant.

Section 2. Times as indicated exclude Saturday, Sunday and legal holidays, except where calendar days are indicated.

Section 3. Step Procedures:

Step One: Within twenty (20) calendar days after its occurrence, or within twenty (20) calendar days after he or she knew or should have known of its existence, the aggrieved employee's grievance shall be discussed verbally and if resolved, no further action shall be taken. If not resolved on an informal discussion basis within three (3) working days, the grievance shall be reduced to writing within seven (7) calendar days, signed by the aggrieved and submitted to the Commissioner in charge of personnel. In no event shall a grievance be initiated more than thirty (30) calendar days after its occurrence or more than thirty (30) calendar days after the grievant first knew or should have known of its existence. The Commissioner in charge of personnel shall investigate the grievance and provide a written answer to the grievant within seven (7) calendar days of the date of submission. The time limit in preparing a written grievance or written response may be waived by mutual agreement.

Step Two: In the event the grievance is not resolved at Step One, or if no written response is received by the grievant, then

the grievance shall be submitted in writing, by the grievant, to the Board of Fire Commissioners. The Commissioners shall submit their written answer, to the grievant, within seven (7) calendar days. This time limit may be waived by mutual agreement.

Step Three: In the event the grievance shall not have been resolved at Step Two, then the grievant may seek relief at arbitration as herein specified. In all respects the initiation of binding arbitration or Court process shall begin within forty five (45) days after receipt of a written resolution from the Commissioners.

Section 4. Arbitration.

a. Arbitration requests shall be directed to the Public Employee Relations Commission subject to the rules then existing of such agency. The aggrieved party shall copy the other party. The request shall specify the particulars of the grievance and the Contract provision(s) allegedly violated.

b. The selection of the independent arbitrator shall be made pursuant to the rules then existing of the Public Employment Relations Commission.

c. As promptly as possible after the arbitrator has been selected, the arbitrator shall conduct a hearing between the parties and consider the subject matter of the dispute. The decision of the arbitrator will be served upon the employee or employees aggrieved, the Commissioners and the FMBA in writing. It shall be the obligation of the arbitrator, to the Commissioners and to the FMBA, to make his best effort to rule on the cases heard by

him within twenty-one (21) calendar days after the hearing.

d. Unless otherwise mutually agreed, the submission to the arbitrator shall be based on the original written grievance and issues submitted in the grievance procedure at Step One. This paragraph shall not be construed so as to limit the submission of proofs by the parties.

e. The decision of the arbitrator is final and binding upon both parties and the grievance shall be considered permanently resolved.

f. The expenses of the arbitrator shall be shared equally by both parties. Each party shall make arrangements for and pay the witnesses which are called by it.

#### ARTICLE XVII. General Provisions

Section 1. Both the Commissioners and the FMBA acknowledge that this Agreement is a fair agreement and both parties agree that no modification or waiver of any of the terms of this Agreement shall be valid unless in writing, signed and acknowledged by both parties. No waiver of any breach herein or default hereunder shall be deemed a waiver of any subsequent breach or default of same or similar nature. Further, the waiver of any breach of conditions of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions thereof.

Section 2. It is understood and agreed by and between the Commissioners and the FMBA that if any part of this Agreement is in

) conflict with applicable State or Federal laws, that such part shall be suspended and the appropriate applicabla provision shall prevail; the remainder of this Agreement shall not be affected thareby.

Section 3. Notwithstanding any prior Articles, all paragraphs of this article or provisions of this Agreemant may be changed or altered provided both parties mutually agree in writing.

#### ARTICLE XVIII. Post-Termination Employment

Any employee whose services are terminated, and who is in good standing, and who is called to testify or assist in any proceeding, including but not limited to criminal and civil cases, administrative hearings, disciplinary hearings and so forth, that he or she investigated or was involved in prior to termination of his servicas, shall be compensatad for such appearances by a day's pay at tho presant prevailing rate at the same compansation as paid to the employees in the rank held immediately prior to termination exclusive of overtime. Employees who are raquired to appear for such appearances shall also ba compansated for reasonable traveling expenses as approved by the Commissioners in their discretion.

#### ARTICLE XIX. Personnel Files

There shall be one Fire District No. 2 employee fila, and the employees shall have the right to examina their files at a reasonable time. Employees shall hava the further right to rebut any derogatory materials included in their files. No reasonable

) request to view a file shall be refused, except that an employee shall be limited to viewing his file during regular business hours.

ARTICLE XX. Employee Representation

The FMBA must notify the Commissioners as to the names of stewards and accredited representatives. No more than one steward and alternate is to be designated for each station. Representatives of the FMBA, who are not employees of Hamilton Township Fire District #2, will be permitted to visit with employees during working hours at their work stations for the purpose of discussing FMBA representation matters by notifying the Commissioner in charge of personnel.

) ARTICLE XXI. Management Rights

There are no provisions in this Agreement that shall be deemed to limit or curtail the Commissioners in any way in the exercise of their rights, powers and authority which the Commissioners had prior to the effective date of this Contract. The FMBA recognizes that the Commissioners rights, powers and authority include, but are not limited to:

- a. The right to manage its operation;
- b. Direct, select, decrease and increase the work force, including hiring, promotion, demotion, transfer, suspension, discharge or lay-off.
- c. The right to make all plans and decisions on matters

) involving its operation;

) d. The extent to which any District thereof shall be operated, the conditions thereto and replacements curtailments or transfers thereof;

) e. Removal of equipment;

) f. Outside purchase of products or services;

) g. The scheduling of operations;

) i. Materials to be used and the right to introduce new and improved methods and facilities and to change existing methods and facilities;

) j. To maintain discipline and efficiency of employees and to prescribe rules to that effect;

) k. To establish and change standards of performance;

) l. Determine qualifications of employees;

) m. Regulate quality and quantity of performance.

## ARTICLE XXII. FMBA Business Leave

Section 1. Negotiations: The members of the FMBA negotiating committee shall be granted leave from duty with full pay for all meetings between the Commissioners of Fire District No. 2 and the FMBA for the purpose of negotiating the terms of an agreement, when such meetings take place at a time during which such employees are scheduled to be on duty.

Section 2. Grievance: The members of the FMBA Grievance Committee shall be granted leave from duty with full pay for all meetings between the Commissioners of Fire District No. 2 and the

FMBA for the purpose of processing grievances, when such meetings take place at a time during which such employees are scheduled to be on duty.

Section 3. The FMBA President or executive Delegate shall be granted leave from duty with full pay for all State and regional meetings of the FMBA when such meetings take place at a time when said officer is scheduled to be on duty, provided that said President or executive Delegate gives reasonable notice to the Commissioners.

#### ARTICLE XXIII. Dues Check-off

Section 1. The Commissioners agree to check-off FMBA dues and assessments uniformly arrived at and pay over such money to the duly elected treasurer of the FMBA. Employees will file authorization forms with the Commissioners, signed by each employee prior to such deduction.

Section 2. Pursuant to the Agency Shop Law, any new employee in the Bargaining Unit on the effective date of this Agreement who does not join the Association within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial appointment within the unit and any employee previously employed within the unit who does not join within ten (10) days of reentry into employment within the unit shall, as a condition of employment, pay a Representation Fee to the FMBA by automatic payroll deduction. The Representation Fee shall be in an amount

equal to eighty-five percent (85%) of the regular Association membership dues, fees, and assessments as certified to the employer by the FMBA. The FMBA may revise its certification of the amount of the Representation Fee at any time to reflect changes in the regular FMBA membership dues, fees and assessments. The FMBA's entitlement to the Representation Fee shall continue beyond the termination date of this Agreement so long as the FMBA remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the FMBA and the Commissioners.

#### ARTICLE XXIV. Training and Education

Section 1. It is understood and agreed by the Commissioners, that reasonable time off shall be provided to employees who wish to attend Fire Training Schools, courses or seminars.

a. Any courses, classes, and/or training required in order to maintain any licenses and/or certifications (other than basic New Jersey drivers license where applicable) that the commissioners stipulate must be held by the employees shall be paid for by the Commissioners. In addition, the employee shall be afforded the time off with full pay for such course, class and/or training if it is scheduled on a day the employee is scheduled to work without affecting vacation or personal day entitlements. Should said course, class and/or training be only available on the employees scheduled day off, then the employee shall be compensated in accordance with the provisions in Article VIII, Section 3 of this

) Agreement.

b. With prior approval of the Commissioners, each employee may be entitled to attend any schools or classes, the subject of which is related to the performance of employee's position. Should such class or school occur on a day that employee is scheduled to work, employee may attend said school or class without affecting either vacation or personal days and shall be compensated at full rate of pay.

c. However, should such class, course or school be subject to college tuition reimbursement as provided for in Section 2 below of this Article, then the employee shall not receive a day off as provided for by this Section. The employee may, however, make arrangements among other employees to switch days or shifts with each other subject to other provisions of this agreement.

Section 2. The Commissioners shall reimburse the employee's for the cost of college tuition for the employee's pursuit of a four year educational degree in Fire Science at an accredited college as follows:

a. Employees who, as of July 1, 1995, have received approval of the Commissioners (specifically employees Jon B. Holcombe and John E. Lenhardt) shall be eligible for full reimbursement for the cost of tuition. A minimum of 12 credits shall have been earned by July 1, 1996 in order to continue eligibility to receive full reimbursement.

b. All other employees shall be eligible for reimbursement

for fifty percent (50%) of the tuition up to two thousand (\$2000) dollars in a calendar year with an eight thousand (\$8000) lifetime maximum.

c. Said reimbursements prescribed for above shall become dueable provided that the employee prepay tuition costs and obtains prior approval of the Commissioners to attend the institution. Upon completion of each course, the employee will submit proof of payment and transcripts from the college showing the employee achieved a minimum grade level of "C" or "2.0" in order to receive reimbursement; same being payable to the employee prior to the close of the contract year.

Section 3. Notice of all absences, schedule changes and personal days referred to above shall be given by the employee to the Commissioner in charge of Personnel.

#### ARTICLE XXV. Discipline Procedures

Section 1. All charges brought against an Employee for failure to comply with his or her duties under this Agreement, or the rules and regulations established by the Commissioners, shall be investigated promptly by the Commissioners upon discovery of the offense. Should the Commissioners determine that a warning to the Employee is warranted, the warning shall be a written reprimand by the Board, with a notation in the Employee's personnel file.

Section 2. Except as otherwise provided by law, an Employee shall not be removed from his or her office, employment or position for political reasons or for any cause other than incapacity,

) misconduct, or disobedience of rules and regulations established by the Commissioners for the benefit of the Fire District, nor shall such Employee be suspended, removed, fined or reduced in rank from or in office, employment or position therein except for just cause as hereinabove provided and then only upon a written complaint, setting forth the charge or charges against the Employee. Said complaint shall be filed with the Secretary of the Board of Fire Commissioners, and a copy thereof shall be served upon the Employee so charged, with notice of a hearing thereon designating its time and place, which shall be no less than ten (10) nor more than thirty (30) days from the date of service of the Complaint. A failure to substantially comply with said provisions as to the service of the Complaint shall require a dismissal of the Complaint.

a. The Commissioners may invoke reasonable disciplinary action upon the Employee following the Commissioners' findings as hereinabove provided. such disciplinary action may or may not include:

- i. written reprimand;
- ii. suspension from duty with pay;
- iii. suspension from duty without pay; or
- iv. termination.

b. If an Employee shall be suspended pending hearing as a result of charges made against him or her, such hearing, except as otherwise provided by law, shall be commenced within thirty (30)

) days from the date of the service of the copy of the Complaint upon him; in default of which the charges shall be dismissed and said employee may be returned to duty.

Section 3. The Employee shall be entitled to appeal any findings, penalties, or other disciplinary actions as provided for by the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 through N.J.S.A. 34:13A-21.

Section 4. Should any charges or complaints be dismissed or finally determined in favor of the Employee, said charges or complaints shall not become a part of the Commissioners' personnel file on the Employee.

#### ARTICLE XXVI. Military Leave

) Section 1. Any employee who is ordered to active duty to be a component of the United States Armed Forces shall be granted leave without pay for the period of such service without loss of seniority.

Section 2. A employee who is a member of the National Guard or Reserves shall be granted leave of absence to attend required drills. Such time off shall be granted in addition to vacation and sick time. Should the Employee's base pay under this Agreement on a weekly basis be greater than such military weekly base pay, the Commissioners agree to compensate to the employee the difference between the two.

) ARTICLE XXVII. Leave for Jury Duty

Section 1. Any employee who is called for jury duty on days he is scheduled to work will receive the day off with full pay without affecting vacation or personal day entitlements. In order to be eligible for this leave, the employee must actually report for jury duty and not be merely on "stand-by" status.

Section 2. The employee must turn in to the Commissioners a jury duty slip provided by the courts stating the dates and times the employee served. Reasonable travel time shall be provided for. Should the employee be released and there be at least four (4) hours remaining in his shift, then the employee shall be required to return to work that day.

Section 3. This leave shall not be available to those who can qualify for an exemption because of their status as a volunteer firefighter or other lawful exemption.

) ARTICLE XXVIII. Medical/Physical Examinations

Section 1. Each employee shall submit to an annual medical/physical exam. Representatives for the Commissioners and the FMBA will jointly establish uniform criteria for said exam. This shall include drug screening.

Section 2. Should the employee's health care coverage provided by the Commissioners in Article X, Section 1 of this Agreement cover any part of said medical/physical exam, then it shall be applied. However, any portion(s) that are not covered by

said health care coverage shall be paid for by the Commissioners.

#### ARTICLE XXIX. Miscellaneous Provisions

Section 1. In the event of retirement or death, the employee or his Estate shall receive vacation and holiday pay accumulated as of that date. The employee's vacation pay shall be in the same amount had he worked his standard schedule as presently computed.

Section 2. The Commissioners shall maintain Worker's Compensation Insurance for employees pursuant to N.J.S.A. 34:15-1 et seq.

Section 3. Each employee shall serve a working test period pursuant to N.J.A.C. 4A:4-5.2(d).

Section 4. In the event of layoffs or the dissolution of certain unit positions, job protection will be provided to employees on the basis of their seniority. For example, if a decision is made to reduce manpower, the employee with the least seniority would be laid off and would be granted re-employment rights if manpower was increased thereafter. If the position of Captain is eliminated, the affected employee shall be reassigned to a Firefighter position with benefits. The above language is intended to comply with the provisions of Chapter 8 of N.J.A.C. Title 4A et seq.

#### ARTICLE XXX. No Strike Clause

The employees agree to comply with the existing laws in the State of New Jersey prohibiting public employees to strike or to

) take any other concerted action designed to illegally obstruct or disable the proper functions of the Commissioners. Furthermore, the FMBA agrees not to initiate, authorize or participate in any strike.

IN WITNESS WHEREOF, the Commissioners and the FMBA have caused these presents to be signed by their duly authorized representatives on the date first written above, and the Seal of the Board of Fire Commissioners hereunto affixed.

FOR THE COMMISSIONERS:

James M. Davies  
James M. Davies

George M. Loh Jr.  
George M. Loh Jr.

Judith A. Thornton  
Judith A. Thornton

William A. Grosse  
William A. Grosse Esq.

Brian P. McAvenia  
Brian P. McAvenia

Barry D. Szaferman, Esq.

FOR THE FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION LOCAL NO. 84:

Patrick Boyle

James D'Errico  
James D'Errico

Jon B. Holcombe

John E. Lenhardt  
John E. Lenhardt

Robert A. Van Hise  
Robert A. Van Hise

#### APPENDIX A

The Commissioners shall continue to provide the following at no cost to the Employees:

1. Personal protective equipment which is in compliance with N.J.A.C. 12:100-4.2(a).
2. Safety glasses (prescription where necessary) for each employee.
3. Hearing protection device for each employee.
4. Hand-held two-way radio device for each employee.
5. N.J. State Uniform Fire Code book and updates for each employee who is a licensed fire inspector.
6. Fire and safety codes and subscriptions the Commissioners deem necessary for the employees to properly perform their assigned duties.
7. Tools, equipment, and supplies the Commissioners deem necessary for the employees to properly perform their assigned duties.
8. In-station eating and rest facilities, including refrigerator, stove and microwave oven.
9. Individual private lockers for each employee.
10. In-station private shower facilities.
11. On-duty use of weight-lifting and exercise equipment.
12. Confidential Employee Assistance Program.
13. In addition to the existing life insurance available through the State of New Jersey and United States Government and all other existing plans, the Commissioners shall continue to provide for the benefit of each employee term life insurance in the amount of ten-thousand (\$10,000) dollars.